

Sentral CSD

Sentral EA

7/1/2006 6/30/2007

MASTER CONTRACT

BY THE

BOARD OF DIRECTORS

SENTRAL COMMUNITY SCHOOL DISTRICT

AND THE

SENTRAL EDUCATION ASSOCIATION

2006-2007

EQUAL OPPORTUNITY EMPLOYMENT AFFIRMATIVE ACTION
CERTIFIED AND NON-CERTIFIED PERSONNEL

The Sentral Community School District shall provide equal opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity laws, directives and regulations of federal, state and local governing bodies and agencies. The district shall take affirmative action in recruitment, appointment, assignment and advancement of women, minorities and disabled. Employees shall be given notice of this policy annually.

Individuals who file an application with the school district will be given consideration for employment if they meet or exceed the qualifications set by the board, administration and State Department of Education for the position for which they apply. In employing school district personnel, the board shall consider the qualifications, credentials, and records of the applicants without regard to race, color, creed, sex, marital status, national origin, religion, age or disability. In keeping with the law, the board shall consider the veteran status of applicants.

It is also the policy of this agency to provide a fair and supportive work environment for all employees regardless of their gender, race, national origin, religion, age, marital status or disability. Harassment of a sexual nature or with demeaning intent related to race, national origin, gender, disability, age, marital status, or religion, made by one employee to another is a violation of this policy.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and affirmative action shall be directed to the Affirmative Action Coordinator-Sentral Community School District-Fenton, Iowa 50539. Inquiries may also be directed, in writing, to the Iowa Civil Right Department or to the Director of the Region VII Office of Civil Rights Department of Education, Kansas City, Missouri. Such inquiry or complaint to the state or federal office may be done instead of or in addition to, an inquiry or complaint at the local level.

Further information and copies of the procedures for filing a complaint are available in the district's central administration office and the administrative office in each district attendance center.

Date of Adoption: June 19, 1989
Dates of Revision: September 17, 1990
May 18, 1992

ARTICLE I: PREAMBLE

WHEREAS, the Board of Directors of the Sentral Community School District, hereinafter referred to as the Board, and the Sentral Education Association, hereinafter referred to as the Association, have reached certain understandings which they desire to confirm in this Agreement, it is therefore, agreed as follows:

In the event of inter-district reorganization of the Sentral Community School District, the continuation of this contract shall be subject to the provisions of state law.

ARTICLE II: RECOGNITION

- A. UNIT: The Board hereby recognizes the Sentral Education Association as the certified exclusive bargaining representative for all personnel set forth in the PERB certification instrument (Case No. 653) issued by the PERB on the 5th day of May, 1976.

PROFESSIONAL UNIT:

INCLUDED: Professional employees of the Sentral Community School District including classroom teachers grades kindergarten through 12, librarian, and guidance counselor.

EXCLUDED: Superintendent of schools, high school principal, District secretaries, non-professional employees, and all others excluded by Section 4 of the Act.

B. DEFINITIONS:

1. The term "Board" as used in the agreement shall mean the Board of Directors of the Sentral School District or its duly authorized representatives.
2. The term "employee" as used in this agreement shall mean all professional employees represented by the Association in the bargaining unit as defined and certified by the PERB.
3. The term "association" as used in this agreement, shall mean the Sentral Education Association or its duly authorized representatives or agents.

ARTICLE III: GRIEVANCE PROCEDURE

- A. A grievance is a claim by an employee, group of employees, or the Association that there has been an alleged violation, misinterpretation or misapplication of any of the specific provisions of this agreement. It is specifically agreed that a grievance shall not include items regarding teacher evaluation or reduction of staff, other than the procedure therewith.

- B.
1. Every employee as described in Article II covered by this Agreement or the Association shall have the right to present grievances in accordance with these procedures.
 2. The failure of an employee or the Association to act on any grievance within fifteen (15) work days of the claimed violation, misinterpretation or misapplication, will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits, shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
 3. It is agreed that any investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in no interference with or interruption whatsoever of the instructional process (program) and related work activities of the grievant of the staff.

C. PROCEDURE:

1. TIME LIMITS: The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. YEAR-END GRIEVANCES: In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could resolve in irreparable harm to the party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of 30 days thereafter.
3. LEVEL ONE: Principal or Immediate Supervisor (informal).
An employee with a grievance shall first discuss it with his principal or immediate supervisor, with the objective of resolving the matter informally.
4. LEVEL TWO: Principal (formal).
If, as a result of the informal discussion with the principal or immediate supervisor at Level One a grievance still exists, the aggrieved person may invoke the formal grievance procedure through the Association on the form set forth in Schedule A. The grievance form shall be available from the Association representative and form shall be signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to

the appropriate principal or immediate supervisor. If the grievance involves more than one school building, it may be filed with the superintendent or his designee.

The appropriate principal or immediate supervisor shall indicate his disposition of the grievance in writing within ten (10) work days of the presentation of the formal grievance and shall furnish a copy thereof to the Association.

If this aggrieved person, or the Association, is not satisfied with the disposition of the grievance, or if no disposition has been made within the ten (10) work days, the grievance shall be transmitted to Level Three. Level Two may be omitted at the Superintendent's discretion, in the event he would be the decision maker in both levels Two and Three.

5. LEVEL THREE: Superintendent - The superintendent or his designee shall meet with the aggrieved person and the Association within five (5) work days of receipt of the grievance. Within ten (10) work days of receipt of the grievance, the superintendent or his designee shall indicate his disposition of the grievance in writing and shall furnish a copy thereof to the Association.

6. LEVEL FOUR: Arbitration

- a. If the grievance is not resolved satisfactorily at Level Three, there shall be available a fourth step of impartial, binding arbitration. Such arbitration shall be invoked only with the approval of the employee organization and in the case of an employee grievance, only with the approval of the employee. The Superintendent shall be informed, in writing within fifteen (15) work days from the receipt of the Level Three answer or if no disposition has been made within the time limits, within fifteen (15) work days of when the answer was due, that arbitration is being requested.

- b. Within ten (10) work days after written notice to the Board of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PER Board) by either party. The list shall consist of five (5) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name and shall do so within two (2) work days, and the other party shall have one (1) work day to remove one of the four (4) remaining names. The parties shall continue in this rotation until one name remains. The person whose name remains shall be the arbitrator.

- c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than

thirty (30) work days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues submitted to him. The arbitrator's written decision shall be conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. MISCELLANEOUS:

1. **GROUP GRIEVANCE:** If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the superintendent directly and the procession of such grievance shall be commenced at Level Two.
2. **WRITTEN DECISIONS:** All decisions rendered at Level Two through Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with procedures set forth in Section C on arbitration.
3. **SEPARATE GRIEVANCE FILE:** All documents, communications, and records dealing with the procession of a grievance, shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants and shall be kept in strict confidence under the existing right to privacy laws. Grievous evaluations that are not upheld shall, with the teacher response, revert to the teachers, personnel file.
4. **MEETINGS AND HEARINGS:** All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives, heretofore referred to in this ARTICLE.

ARTICLE IV: PAYROLL DEDUCTIONS

- A. AUTHORIZATION:** Any employee who is a member of the Association may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues.

The form of the assignment shall be as set forth in this Agreement. Teachers will be notified of board approved deductions during workshop prior to the first day of school.

- B. **REGULAR DEDUCTIONS:** Pursuant to deduction authorization, the Board shall deduct one-twenty-third of the total dues from the regular salary check of the employee on the 15th and 30th of each month for twelve months, beginning on September 15th and ending on August 15th of each year. Employees, who choose payroll deductions must begin deductions in September.
- C. **TERMINATION:** Any employee who terminates employment prior to June shall provide verification to the Board from the Association that dues are paid in full or that satisfactory arrangements have been made therefore.
- D. **TRANSMISSION OF DUES:** The Board shall transmit to the Association treasurer the total monthly deduction for professional dues within ten (10) school days following each regular pay period, a listing of the employees for whom deductions were made, and the amount withheld for each.
- E. The Association shall have the responsibility of informing its members of the dues deducting system, and of providing the necessary authorization cards for added deduction.
- F. A member's dues may be checked off only upon the member's written request and the member may terminate the dues check-off by thirty (30) days written notice.
- G. All authorization cards and termination cards must be received ten (10) days prior to the end of a pay period before such authorization cards will be considered valid for said pay period.
- H. The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, cost, suits, or other forms of liability, and all court costs arising out of the application of the provisions in the agreement between the parties for dues deduction.
- I. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities.

ARTICLE V: CLAUSES AND DURATION

- A. **SEPARABILITY:** If any article, section, paragraph, clause or sentence of this agreement should be declared invalid or unconstitutional, such decisions shall not void the remaining articles, sections, paragraphs, clauses, or sentences, and they shall remain in full force and effect for the duration of this agreement.

- B. **PRINTING AGREEMENT:** Copies of this agreement shall be printed after agreement, on format, within sixty (60) days after the agreement is signed, unless a circumstance beyond the Board's control prevents compliance. The agreement shall be presented to all employees now employed or hereafter employed, and the Association shall be provided with ten (10) additional copies. Any additional copies beyond ten (10) shall be produced at the Association's expense.
- C. Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provisions of the agreement either party shall do so by letter at the following designated addresses or at such other addresses as may be designated by a party in written notification to the other party.
1. If by the Association to: Board of Education
ATTN.: President
Sentral Community School
Fenton, IA 50539
 2. If by the Board, to: Sentral Education Association
ATTN.: President
Sentral Community School
Fenton, IA 50539
- D. **DURATION PERIOD:** The language portion of this agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2007.
- E. **SIGNATURE CLAUSE:** In witness thereof, the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 10th day of May, 2006.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By: _____
President

By: _____
President

By: _____
Chief Negotiator

By: _____
Chief Negotiator

ARTICLE VI: SALARY

- A. **SCHEDULE:** The salary of each employee covered by the regular salary schedule is set forth in Schedule C.
- B. **PLACEMENT ON SALARY SCHEDULES:**
1. Each employee shall be placed on his/her proper step on the salary schedule as of the effective date of this agreement. All employees hired and commencing service prior to and including the first day of the second semester of any school year shall be given full credit for one (1) year of service toward the next increment for the following year.
 2. Credit for experience - Upon initial employment, credit up to the tenth step of any salary level on the employee salary schedule may be given for previous teaching experience within the last ten (10) years in a duly accredited school.
 3. To change educational lanes in the salary schedule a teacher must notify the superintendent, in writing, no later than October 1st of the previous year. Employees shall be given written notification of the deadline at least two weeks prior to October 1st by a letter posted in the faculty lounge.
 4. Contracts must be returned to the office by the final return date or the employee remains at the previous year salary. Extensions can be granted by the superintendent.
- C. **ADVANCEMENT ON SALARY SCHEDULE:** Increments - Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service until the maximum for the educational classification is reached. A year of service consists of employment in the Sentral Community School District for ninety (90) consecutive teaching days or more in the school year, provided however, that at least ninety (90) total days are served by the employee during the school year.
- D. **LONGEVITY PAY:** A longevity payment (Reference Schedule C) will be granted to certified employees.
- E. **PAY PERIODS:** Each employee shall be paid on the 15th and 30th of the month, and when this day falls on a Saturday, Sunday, or holiday, each employee shall receive his/her paycheck on the last regular work day preceding the 15th and 30th of the month. Employees shall receive their paycheck at their regular building. If school is not in session, the employee shall designate the place where they shall receive their paycheck. Any employee leaving employment shall have the option of receiving his or her salary payments over 12, 9, or 10 months for the final year of employment.

- F. **PAY FOR USE OF PREP TIME:** In the event that a teacher is absent and no substitute is hired, any teacher, secondary or elementary, shall be compensated at \$10.00 per period for additional work load that day using the following guidelines: Elementary teachers are paid as a substitute only if that substitute time decreases their prep time below 150 minutes for that week. Secondary teachers are paid as a substitute only if that substitute time decreases their prep time below 225 minutes for that week.

ARTICLE VII: SUPPLEMENTAL PAY

- A. **EXTRA-CURRICULAR ACTIVITIES:**
1. **APPROVED ACTIVITIES** - The Board and the Association agree that the extra curricular activities listed in Schedule D are official school sponsored activities covered by school insurance.
 2. **RATE OF PAY** - Employee participation in interscholastic extracurricular activities which extend beyond the regularly scheduled in-school day shall be voluntary until all qualified employees have been asked to serve, after which the position shall be advertised to the public and then the assignment shall be involuntary, and shall be compensated according to the rate of pay or other stipulation in Schedule D appended. The board has the right to reject any/all applications.
- B. **OTHER BENEFITS:** All teachers and their spouses shall be admitted free to school related activities over which the Board has control.

ARTICLE VIII: INSURANCE

- A. **TYPES:** The board agrees to provide all employees the following paid insurance protection.
1. **HEALTH AND MAJOR MEDICAL** - Each employee who is half-time or more shall have the option to be covered by a health insurance program paid for by the Board which is essentially the same to the coverage in force beginning July 1, 2004. Family coverage shall be paid by the employee. Health insurance deductible is \$500. In the event two or more members of the same family are employed, the Board shall pay each employee the amount of single coverage toward the family plan. The Board will contribute \$450 per year per employee toward either the district's family health insurance plan or a tax-sheltered Annuity (TSA). The employee shall notify the business office of which option is selected, in writing, by September 1st of the current year. It is the responsibility of the employee to make all necessary arrangements to set up the TSA.
 2. **DENTAL** - Each employee who is half-time or more shall have the

option to be covered by a dental program which will be paid in full by the board.

3. LIFE INSURANCE - Each employee who is half-time or more shall be covered by a \$10,000 life insurance policy to be paid for by the board.
4. DISABILITY - Each employee who is half-time or more shall be covered by a disability program agreed upon by the board and the association.

- B. DESCRIPTIONS: The Board or its designee, shall provide each employee a description of the insurance coverage provided by the district. Employees will be given a detailed listing of coverage and will invite a representative of the insurance agency providing coverage to answer informal questions presented by the employees. This is to occur during the inservice days prior to the beginning of formal teaching days. The Board will be responsible for providing insurance applications as needed.
- C. CHANGES: In the case of a formal change of insurance coverage or carriers, the Board shall notify the Association of the Proposed change. At least one week prior to a vote being cast by the board in relation to said change, employees shall receive information regarding said change.
- D. CONTINUATION:
 1. In the event that an employee, absent because of illness, or injury, has exhausted all sick leave accrued, the above mentioned benefits shall continue throughout the balance of the school year.
 2. Employees on an extended leave for one month or longer may have the option of continuing any or all of the Board paid programs by paying the premium themselves to the Board within thirty (30) days of the billing date. Extended leave is defined in Article IX of the agreement.
 3. In the event that an employee leaves the district at the end of the regular school year for any reason, the Board shall continue to carry insurance for that employee through the August pay period, unless said employee is covered under another plan through other employment.
- E. SELECTION OF CARRIERS: All insurance program carriers shall be selected by the Board.

ARTICLE IX: SICK LEAVE

- A. **ACCUMULATIVE BENEFITS:** All employees shall be entitled to ten (10) sick leave days for the first full school year and an additional sick leave day for each additional school year up to a maximum of fifteen (15) sick leave days for any one such year. The sick leave days shall be credited to continuing employees as of the first official day of said school year whether or not they report for duty on that day. Sick leave will be credited for new employees upon reporting to duty for the first day of work. Unused sick leave shall be accumulated year to year with a maximum of one hundred ten (110) days.
- B. **NOTIFICATION OF ACCUMULATION:** Employees shall be given a copy of a written accounting of accumulated sick leave days no later than the last day of each contracted year.
- C. **EXTENDED LEAVE:** An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available, or an employee who experiences illness, disability or death of an immediate family member, may be granted a leave of absence without pay at the administration's discretion for the remainder of the work year. Such leave may be renewed each year upon written request by the employee.
- D. Each employee may use up to four (4) days each year, and to be taken in one-fourth day (1/4) day increments when no substitute is hired to be deducted from Sick Leave for personal medical appointments.
- E. Each employee may use up to three (3) days each year, to be deducted from sick leave, for the care of sick children, parents, or a spouse.

ARTICLE X: TEMPORARY LEAVES OF ABSENCE

- A. **PAID LEAVE:** Employees shall be entitled to the following temporary, non-accumulative leaves of absence with full pay each school year.
 - 1. **PERSONAL LEAVE:** Employees shall have available to them three (3) day of personal leave, which may be exercised at the discretion of the employee. An employee planning on using the personal leave day shall complete the proper form for administrators approval at least three (3) days prior to the absence. No more than two (2) teachers may be gone for personal leave on the same day, and only one day may be used before or after a vacation period.
 - 2. **JURY DUTY:** Any employee called for jury duty during school hours or who is subpoenaed in any judicial or administrative proceedings shall be provided such time. The employee will reimburse the amount of per them pay received from the court to the district.

3. **PROFESSIONAL:** Teachers shall be encouraged to attend professional, educational, and other school meetings and institutes for the purpose of keeping themselves informed regarding the successful progress being made by other schools, in the area, or for the purpose of assisting in surveys, institutes or other educational meetings. Approval must be obtained from the superintendent or principal prior to registering.
 4. Up to three (3) days shall be granted to the association for their representatives to attend conferences, conventions, or other activities of the local, state, and national affiliate associations; provided however, that these days are to be considered as total days which shall not obligate the district to allow more than three (3) one person days of absence during any one year. The Association will pay for any cost incurred for substitute teachers.
 5. **SERIOUS ILLNESS:** An employee shall be granted a maximum of five (5) days paid leave per year in the event of serious illness in the immediate family when said serious illness requires the employee's attendance. Immediate family shall be defined as spouse, parents, children, siblings, grandparents, grandchildren, aunt, uncle, niece or nephew, and all immediate family of a spouse. Serious illness leave is not accumulative.
 6. **BEREAVEMENT:** Up to five (5) days per occurrence shall be available for deaths in the immediate family defined as spouse, parents, children, siblings, grandparents, grandchildren, aunt, uncle, niece or nephew, and all immediate family of a spouse.
 7. Other temporary leaves of absence with pay may be granted in writing by the administration for good reason.
 8. **MATERNITY/ADOPTION:** An employee shall be entitled to maternity leave of up to six (6) weeks for each pregnancy. A leave for adoption shall be considered maternity leave for purposes of this section. The first three (3) weeks of such leave shall be paid for by the board. The employee may take the remaining three (3) weeks using accumulated sick leave, leave without pay, or any combination of the two at the discretion of the employee. Notification of maternity leave shall be made to the employee's direct supervisor(s) by the sixth month of pregnancy or upon acceptance of agency for adoption. If the need for maternity leave shall pre-date the fore-mentioned dates, the employee's maternity leave will begin at that point. To use any days beyond the six-week limit, the employee must have doctor verification of need.
- B. **LEAVES OF ABSENCE DUE TO ASSAULT:** In the case of student assault on an employee, the employee is to be granted the following paid absences:

- 1 . Up to three days absence for emotional distress. The specific number of days may be determined by the administration dependent on the severity of the assault. The administration is to make this determination within a twenty-four hour period after the assault is reported.
- 2 . If an injury is suffered by an employee due to an assault by a student, the employee may take an appropriate length of absence in which to heal from the said injuries which would impair the employee's ability to be mobile in the school setting or to instruct his/her classroom properly. The length of the absence must be determined by a physician within a forty-eight hour period from the day of the assault if possible. The board shall provide substitute pay and cover any medical costs incurred by the employee up to a maximum amount of the difference between the medical cost and the amount reimbursed by the school offered insurance plan.

ARTICLE XI: EXTENDED LEAVES OF ABSENCE

- A. **EDUCATIONAL IMPROVEMENTS:** A leave of absence without pay of up to one (1) year may be granted, at the discretion of administration, to any employee, for the purpose of engaging in study at an accredited college or university reasonably related to professional responsibilities. Upon return from such leave, the employee shall be placed at the appropriate lane position on the salary schedule reflecting acquired educational improvements, and shall retain but not accrue vertical step placement.
- B. **GOOD CAUSE:** Other extended leaves of absence without pay may be granted in writing by the superintendent for good reason.

ARTICLE XII: EMPLOYEE HOURS AND LOAD

- A. The employees' work day will be 8 hours, and shall begin no earlier than 7:45 a.m. and end no later than 3:45 p.m. The work day includes a duty-free lunch period, with the exception of a scheduled lunch supervision period, to be shared among the teachers. With administrator's approval employees may leave the building during their scheduled duty-free lunch period, or before the end of the work day if they have met all teaching responsibilities for the day. If an employee supervises a lunch period, then on that day of supervision, the employee has the option of leaving the school grounds thirty minutes before the end of their normal teaching day. Any teacher taking advantage of this option must wait until after the school buses have left for the day before leaving. In the event that their scheduled lunch supervision day falls on a Friday, the employee has the option to leave thirty minutes early on the following Monday. The employee should "sign-out" before leaving the school grounds.

- B. On days preceding holidays, vacations, and the last day of school week, the employees' day will end at the close of the students' day, providing the buses have left the premises. On the day of dismissal for vacation, the class day will end at least one hour earlier than a normal school day and teachers shall be allowed to leave the building/grounds when busses have left the school grounds. In the event that school is dismissed due to weather conditions or health hazards, employees will be permitted to leave after student buses depart and all students have left the building.
- C. Elementary teachers shall, in addition to scheduled recesses, be provided weekly preparation time of at least 150 minutes. During this time they shall not be assigned to any other duties. Secondary teachers shall, in addition to their lunch periods, be provided weekly preparation time of at least one (1) period per day. The above amount of time per week is based upon a five (5) day full time work week. Secondary teachers who are at least half-time but less than full time shall be provided weekly preparation time of at least one (1) period per day in either the first or second semester of the school year.
- D. Employees may be required, at the administration's discretion, to attend four (4) nightly meetings per school year and one before or after school meeting per month. The before or after school meeting shall not begin or extend more than thirty (30) minutes prior to or beyond the contract day. In-service topics may be dealt with at the monthly meeting.
- E. The employees and the Association agree that it is the employer's right to establish the school calendar as to the beginning and ending of the school year, length of school year and commencing and ending time of the school day. The association and the employees of the school will have a one-week period in which to view the proposed school calendar and make recommendations concerning said calendar.

Any work required of the employee beyond the designated contract year shall be prorated on a cost per day as per the salary schedule agreed to in this contract.

F. IN-SERVICE

1. IN-SERVICE COMMITTEE - An In-Service Committee consisting of the Superintendent, or designee and three (3) employees appointed by the Association shall be established for the purpose of determining the content and structure of in-service training programs. Said committee shall hold its initial meeting no later than May 1 for the planning of in-service programs for the following year.
2. IN-SERVICE COSTS - The District will pay the full cost of in-service training to include fees, tuition, books, materials, mileage, meals, and other room and board charges.

3. IN-SERVICE SCHEDULE - All meetings of the In-Service Committee and the in-service training programs shall be held during the employee's regular work day (7:45 - 3:45).
- G. TRAINING FOR STUDENTS WITH DISABILITIES: In the case of a handicapped student or a student with special physical needs being enrolled at the school, employees having daily instructional contact with said student shall be offered training, paid for by the school, in regards to that student's special needs.

ARTICLE XIII: EMPLOYMENT AND ASSIGNMENTS

- A. ASSIGNMENT OF EMPLOYEES:
 1. NOTIFICATION OF PRESENTLY EMPLOYED STAFF - Each employee shall be given tentative written notice of his salary schedule placement, class, and/or subject assignments and room assignments for the forthcoming year, as soon as it is administratively possible, and no later than August 15th..
 2. NOTIFICATION OF NEW STAFF - The superintendent shall give notice of assignments to new employees as soon as it is administratively possible.
- B. Assignment of Adult Education, Driver Education and Summer School courses shall be voluntary until all qualified employees have been asked to serve, after which time the assignment shall be involuntary. Compensation for these assignments shall be that agreed to between the District and the employee involved.
- C. DEPARTMENTAL BUDGETS: High School Curriculum departments and Elementary grades shall be given a budget for the upcoming school year by October 31st or the Friday preceding a Saturday or Sunday if said date falls on either of those two days. The amounts set for these budgets shall be a minimum amount allowed to be spent on instructional supplies, excluding text-books. The administration shall have the ability to allow expenditures above the budget. All expenditures must be pre-approved by the administration.
- D. TEACHER OWNED EQUIPMENT: Equipment approved by the administration for instructional use in the school and owned by the teacher shall be covered under the school's insurance as borrowed property.

The school shall provide and maintain the following safety provisions for employees without cost to the employee:

1. PARKING-Free and adequate off-street parking facilities which are identified and for employee use;

2. **EMPLOYEE EQUIPMENT**-A serviceable desk, chair, and lockable storage area for the use of the employee;
3. **FACILITIES**-Employees shall be provided with adequate facilities for the teaching of their curriculum areas.

ARTICLE XIV: REDUCTION IN STAFF

The decision for reduction of staff shall be the sole decision of the Board of Directors for the Sentral Community School District.

- A. The Board shall consider skill, competence, qualifications, and ability when determining what employees shall be subject to reduction.
- B. If a choice must be made among two or more employees of equal qualifications, skill, competence, and ability, the renewal shall be given to the employee with greater full-time continuous length of service.
- C. The employee or employees subject to reduction shall be given a notice of the decision within ten (10) days of when that decision is final.
- D. Any employee laid off pursuant to this article shall have recall rights to any position for which he/she is certified for a period of two (2) years from the effective date of his/her layoff and categories in inverse order of the layoff.

ARTICLE XV: EMPLOYEE EVALUATION

- A. **NOTIFICATION:** No later than fifteen (15) school days after the beginning of each school year or the employee's assumption of duties, the building principal or appropriate supervisor shall acquaint each employee under his supervision with the evaluation procedures, standards, and instruments and advise each employee as to the designated supervisor who will observe and evaluate his/her performance. The purpose of the orientation is to achieve mutual understanding of the evaluation system. No evaluation shall take place until such orientation has been completed.
- B. **REQUIRED EVALUATIONS:**
 1. **BEGINNING TEACHERS:**
 - a. A beginning teacher shall be formally observed at least two (2) times during their first years of employment.

- b. Any teacher who is new to the district and whose probationary period has been extended will be formally evaluated at least one (1) time.

2. CAREER TEACHERS:

- a. A career teacher will be formally observed at least once every three years.

C. EVALUATION PROCEDURES

1. The teacher will have either a new or continuing individual career development plan drafted by October 1st.
2. An individual career development plan may be developed by an individual or group.
3. The designated evaluator or supervisor will meet with the teacher to review, modify as needed, and approve the individual career development plan by November 15th.
4. The designated evaluator or supervisor shall meet annually with the teacher to review progress in meeting the goals in the teacher's individual plan. The designated evaluator or supervisor shall review, modify, or accept modifications made to the teacher's individual plan. Such annual review of the teacher's individual plan will occur by April 30th.
5. The designated evaluator or supervisor shall review the teacher's performance at least once every three years. The performance review shall include, at a minimum, classroom observation of the teacher, the teacher's progress, and implementation of the teacher's individual career development plan; shall include supporting documentation from other evaluators, teachers, parents, and students; and may include video portfolios as evidence of teaching practices.
6. Career teachers shared with another district shall be evaluated by the district holding the contract, however, evaluative input may be provided by the district contracting the services of the shared teacher.
7. INTENSIVE ASSISTANCE: The designated evaluator or supervisor will provide the opportunity for "intensive assistance: to career teachers if warranted and feasible in the evaluator's or supervisor's judgment to attempt to address teaching performance concerns.

- D. PERSONNEL FILE REVIEW: Each employee shall have the right, by providing notice, to review the contents of his/her personnel file in accordance with the law. A representative of the Association, at the employee's request, may accompany the employee in this review.

- E. **PERSONNEL FILE CONTENTS:** The employee shall have the right to respond to all materials contained in said file and to any materials to be placed in said file in the future, provided that this shall not be operative with closed files. Such employee responses shall become part of said file. Prior notification shall be given to an employee before any materials are added to the file.
- F. **PERSONNEL FILE REPRODUCTION:** The employee shall have the right to reproduce any of the contents of his/her file, provided that this clause shall not be operative for any closed files.

ARTICLE XVI: HEALTH PROVISIONS

- A. **PHYSICAL FITNESS:** All new employees are required to provide evidence of physical fitness to perform duties assigned. Such evidence shall be limited to a statement from a licensed physician of the employee's choice within thirty (30) days of initial employment attesting to the employee's physical fitness. The cost of such examination shall rest with the employee. Continuing employees shall be required to provide evidence of physical fitness as above every third year thereafter. The cost of such examination shall rest with the employer except that such employers cost shall not exceed \$40.00. The board may require an additional examination when, in its judgment, such an examination is relevant to an employee's performance or status. The examining physician shall be selected by the employee and the board shall pay the cost of such examination. Failure to notify the employee as specified above shall not deprive the employee of any wages or benefits under the agreement prior to fulfilling the physical fitness requirement.
- B. The employee is entitled to a health screening once a year during the years the employee is not required to provide evidence of physical fitness through a licensed physician. The screening may occur once every year starting with the 1994-1995 school year and be provided by the health care provider of the employee's choice. The board shall cover costs incurred by the employee after coverage by the insurance provider has been settled. The cost to the board shall not exceed \$70.00 for any-one employee.

ARTICLE XVII: SAFETY PROVISIONS

- A. **EMPLOYER FACILITIES:** Each school shall maintain the following safety provisions for employees:
 - 1. **PROTECTIVE DEVICES:** Such special clothing, equipment, and devices as may be needed by the employee to perform assigned duties, in a safe manner as is mutually agreed upon by the employee involved and the administration, shall be

provided without charge to the employee, provided however, that the employee shall be held responsible for the proper care and use of such equipment.

- B. PROTECTION OF EMPLOYEE: An employee may, within the scope of his employment, use and apply such amount of force as reasonable, necessary, and lawful to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the persons or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.
- C. LEGAL ACTION AGAINST AN EMPLOYEE: Whenever a civil legal action which is within the scope of the state's mandated legal liability is brought against an employee, and which results from the performance of the employee's assigned duties, the Board shall provide the employee with defense and indemnification, to the extent that such defense and indemnification is required by law.
- D. PROTECTION OF EMPLOYEE CONFIDENTIALITY:
 - 1. In view of protecting the employee's right to confidentiality, students shall not be allowed access to the teacher's lounge area without being accompanied by a teacher. Further, employees shall have access to private, long distance phone service, outside of the office for school used and paid personal use.
- E. PROTECTION OF EMPLOYEE CREDIBILITY: Teacher complaints concerning a student shall be held confidential by the administration unless direct action(civil or scholastic) is to be taken.
- F. BOMB THREATS: In all cases in which a school official is notified of a bomb threat, the affected building or buildings shall be closed by the Superintendent and all employees and students evacuated until such time as a thorough search reveals the bomb or lack thereof. No employee shall be requested or required to search for a bomb.

SCHEDULE A

Sentral School District

Distribution of Form

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

Name of Aggrieved Person

LEVEL II

A. Date Violation Occurred _____

B. Section(s) of Contract of Policy Violated _____

C. Statement of Grievance _____

Signature of Principal or
Immediate Supervisor

Date

LEVEL III

A. _____
Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent or Designee _____

Signature of Superintendent or Designee

Date

LEVEL IV (Optional)

A. _____
Signature of Aggrieved Person Date Received by Board

B. _____
Signature of Association President

C. Disposition by Board _____

Signature of Board President Date

LEVEL V

A. _____
Signature of Aggrieved Person Signature of Association President

B. _____
Signature Submitted to Arbitration Date Received by Arbitrator

C. Disposition and Award of Arbitrator _____

Signature of Arbitrator

Date of Decision

**SENTRAL COMMUNITY SCHOOL SALARY SCHEDULE
2006-2007**

Year	BA	BA+10	BA+20	BA+30	MA
0	22,900	23,587	24,274	24,961	25,648
1	23,816	24,530	25,245	25,959	26,674
2	24,732	25,474	26,216	26,958	27,700
3	25,648	26,417	27,187	27,956	28,726
4	26,564	27,361	28,158	28,955	29,752
5	27,480	28,304	29,129	29,953	30,778
6	28,396	29,248	30,100	30,952	31,804
7	29,312	30,191	31,071	31,950	32,829
8	30,228	31,135	32,042	32,949	33,855
9	31,144	32,078	33,013	33,947	34,881
10	32,060	33,022	33,984	34,945	35,907
11	32,976	33,965	34,955	35,944	36,933
12-15	33,892	34,909	35,926	36,942	37,959
16-19	34,808	35,852	36,896	37,941	38,985
20	36,200	37,286	38,372	39,458	40,544
21	37,648	38,778	39,907	41,037	42,166
Longevity	37,948	39,078	40,207	41,337	42,466

PROVISION FOR EXCESS PHASE I MONEY AND PHASE II MONEY

For 2006-2007, Schedule C will have a \$22,900 base. If funding for Phases I or II for 2006-2007 is withdrawn or reduced, Schedule C will automatically revert to an unintegrated base and schedule and the Association and the District will enter into immediate negotiations regarding Schedule C.

For the 2006-2007 school year, if Iowa law mandates a new minimum base salary in the 2006 legislative session, the Association and the District will re-open negotiations regarding Schedule C.

SCHEDULE D SUPPLEMENTARY SCHEDULE
2006-2007

Assignment	% of Base	Steps/years of coaching at Sentral		
		0-1 19,800	2-3 21,540	4+ 23,454
Head Football	10%	1980.00	2154.00	2345.40
Head Boys Basketball	10%	1980.00	2154.00	2345.40
Head Girls Basketball	10%	1980.00	2154.00	2345.40
Volleyball	10%	1980.00	2154.00	2345.40
Baseball	10%	1980.00	2154.00	2345.40
Softball	10%	1980.00	2154.00	2345.40
Head Boy's Track	10%	1980.00	2154.00	2345.40
Head Girl's Track	10%	1980.00	2154.00	2345.40
Instrumental Music	7%	1386.00	1507.80	1641.78
Vocal Music	7%	1386.00	1507.80	1641.78
Yearbook	7%	1386.00	1507.80	1641.78
Golf Coach	6%	1188.00	1292.40	1407.24
Asst Football	6%	1188.00	1292.40	1407.24
Asst Basketball	6%	1188.00	1292.40	1407.24
Asst Volleyball	6%	1188.00	1292.40	1407.24
Cheerleading Sponsor	6%	1188.00	1292.40	1407.24
Speech Coach	5.5%	1089.00	1184.70	1289.97
Dance Team Sponsor	5%	990.00	1077.00	1172.70
Junior High Football	5%	990.00	1077.00	1172.70
Junior High Volleyball	5%	990.00	1077.00	1172.70
Junior High Boy's Basketball	5%	990.00	1077.00	1172.70
Junior High Girl's Basketball	5%	990.00	1077.00	1172.70
Junior High Boy's Track	5%	990.00	1077.00	1172.70
Junior High Girl's Track	5%	990.00	1077.00	1172.70
Junior High Softball	5%	990.00	1077.00	1172.70
Junior High Baseball	5%	990.00	1077.00	1172.70
School Play	5%	990.00	1077.00	1172.70
Quiz Bowl Sponsor	5%	990.00	1077.00	1172.70
Large Group Speech	3%	594.00	646.20	703.62
***Junior Varsity Speech	3%	594.00	646.20	703.62
JV Large Group Speech	2%	396.00	430.80	469.08
Audio Visual Manager	2%	396.00	430.80	469.08
Drill Team Sponsor	2%	396.00	430.80	469.08
Junior Class Sponsors (2)	1% each	198.00		
*Concession Managers (2)	1% each	198.00		
*Ticket Sales	0.1%	19.80		
*Pep Bus Chaperone	0.1%	19.80		
*Keeping Official Book	0.1%	19.80		
*Running Time Clock	0.1%	19.80		
*Announcing Football	0.1%	19.80		
**Elementary Music Chaperone	0.1%	19.80		

* If a volunteer worker will take this position, no teacher will be assigned.

** Shall be added for programs in addition to two(2) per year which are run separately and independently of other scheduled school activities such as "open house".

*** A Junior Varsity Speech Coach will be hired in any year in which the total number of students taking speech exceeds twenty-four (24).

The wording of these contracts is contingent on adequate participation at the discretion of the board.

June 25, 1999

This letter agreement is entered into by the Sentral Board of Directors and The Sentral Education Association.

The amount of salary stated in this contract is subject to adjustment in accordance with the provisions of Senate File 2366 which amended Iowa code Section 294A.5. As amended, Iowa Code Section 294A.5(1) provides that the minimum annual salary paid to a full-time teacher as regular compensation shall be \$23,000.00.

Dated: _____
Sentral Board of Directors, President

Dated: _____
Sentral Education Association